

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pennysaver USA Publishing, LLC		09/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
Pennysaver USA Printing, LLC		09/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
Orbiter Properties, LLC		09/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
Pennysaver Investors, LLC		09/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
Pennysaver USA, LLC		09/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One Business Credit Corp.		
Street Address:	275 Broadhollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2554863	COUPON \$AVER	
Registration Number:	1485239	SUPER SAVERS	
Registration Number:	4103211	5-3-2 NETWORK	
Registration Number:	4113086	5-3-2 REWARDS	
Serial Number:	85315424	CHA-CHING	
Registration Number:	4119667	MOGASA	
Registration Number:	3763107	PENNYSAVERUSA.COM	
Registration Number:	3810215	POWER CLICKS	

TRADEMARK

Registration Number:	3650290	POWER SITES
Registration Number:	4084681	POWERCALLS
Registration Number:	3741553	POWERPAGES
Registration Number:	3896993	POWERSITES
Registration Number:	3897413	POWERSITES
Registration Number:	4071901	SAVERTIME
Registration Number:	4158913	SAVERTIME SEQUEL

#### CORRESPONDENCE DATA

Fax Number: 2149649501

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214.964.9465

Email: daniel.salgado@hklaw.com

Correspondent Name: Daniel Salgado

Address Line 1: Holland & Knight LLP

Address Line 2: 300 Crescent Court, Suite 1100

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	136145.00007/MADREWS
NAME OF SUBMITTER:	Daniel Salgado
Signature:	/Daniel Salgado/
Date:	10/07/2013

#### Total Attachments: 8

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## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of September 27, 2013 (this "Security Agreement"), is made by PENNYSAYER USA PUBLISHING, LLC, a Delaware limited liability company ("PennySaver Publishing"), PENNYSAYER USA PRINTING, LLC, a Delaware limited liability company ("PennySaver Printing"), ORBITER PROPERTIES, LLC, a Delaware limited liability company ("Orbiter Properties"), PENNYSAYER INVESTORS, LLC, a Delaware limited liability company (the "Holding Company"), PENNYSAYER USA, LLC, a Delaware limited liability company (the "Intermediate Holding Company"), and together with PennySaver Publishing, PennySaver Printing, Orbiter Properties and the Holding Company, collectively, the "Grantors", and each, a "Grantor", in favor of CAPITAL ONE BUSINESS CREDIT CORP., a New York corporation ("COBC"), as agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Loan Agreement referred to below).

**WHEREAS**, the Grantors, the financial institutions from time to time party thereto and Agent have entered into that certain Loan and Security Agreement, dated as of September 27, 2013 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement"); and

**WHEREAS**, the Loan Agreement requires each Grantor to execute and deliver this Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Loan Agreement, each Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the definitions given to them in the Loan Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations in accordance with the terms and conditions of the Loan Documents, each Grantor hereby mortgages, pledges, hypothecates and assigns to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or hereafter acquired, and whether now existing or hereafter arising (the "Trademark Collateral");

(i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, “Trademarks” shall mean, collectively, with respect to any Person, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Person and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Person), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Person’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, and rights to obtain any of the foregoing, and (iii) rights corresponding thereto throughout the world, in each case, now existing or hereafter adopted or acquired; provided that in each case, “Trademarks” shall not include “intent-to-use” trademark applications filed in the United States Trademark Office unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such trademark application will be deemed automatically included in the “Trademarks”, to the extent that granting the Security Interest in such trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

**SECTION 3. Loan Agreement.** The assignment made, and security interest granted, pursuant to this Security Agreement is made and granted in conjunction with the assignment made, and security interest granted, to the Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

**SECTION 4. Each Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Agent or any other Secured Party, each Grantor further agrees that such Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of such Grantor with respect to all Trademark Collateral.

**SECTION 5. Counterparts; Telecopied Signatures.** This Security Agreement and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Agreement may be executed and delivered by telecopier or other facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

**SECTION 6. Governing Law.** The validity, interpretation and enforcement of this Security Agreement and any dispute arising out of or in connection with this Security Agreement, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

**SECTION 7. Miscellaneous.** This Security Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Agent and the other Secured Parties, the future holders of the Loans, and their respective successors and assigns. The Agent may, in accordance with the terms and conditions of the Loan Agreement, assign or otherwise transfer all or any portion of its rights and obligations under this Security Agreement to any successor agent, and such successor agent shall thereupon become vested with all the benefits in respect hereof granted to the Agent herein or otherwise, in each case as provided in the Loan Agreement. No Grantor may assign or transfer any rights or obligations hereunder without the prior written consent of the Agent. No amendment of any provision of this Security Agreement shall in any even be effective unless the same shall be in writing and signed by each Grantor and the Agent. No waiver of any provision of this Security Agreement, or consent to any departure by any Grantor therefrom, shall in any even be effective unless the same shall be in writing and signed by the Agent. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer or other authorized signatory as of the date first set forth above.

**PENNYSAVER USA PUBLISHING, LLC,**  
a Delaware limited liability company

By: Pennysaver USA, LLC, its Manager

By: Pennysaver Investors, LLC, its Manager

By: OpenGate Capital Management, LLC, its  
Manager

By: 

Name: Jay Yook

Title: Authorized Officer

**PENNYSAVER USA PRINTING, LLC,**  
a Delaware limited liability company

By: Pennysaver USA, LLC, its Manager

By: Pennysaver Investors, LLC, its Manager

By: OpenGate Capital Management, LLC, its  
Manager

By: 

Name: Jay Yook

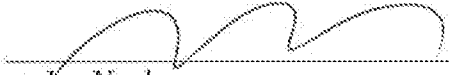
Title: Authorized Officer

**ORBITER PROPERTIES, LLC,**  
a Delaware limited liability company

By: Pennysaver USA, LLC, its Manager

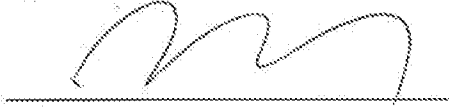
By: Pennysaver Investors, LLC, its Manager

By: OpenGate Capital Management, LLC, its  
Manager

By:   
Name: Jay Yook  
Title: Authorized Officer

**PENNYSAVER INVESTORS, LLC,**  
a Delaware limited liability company

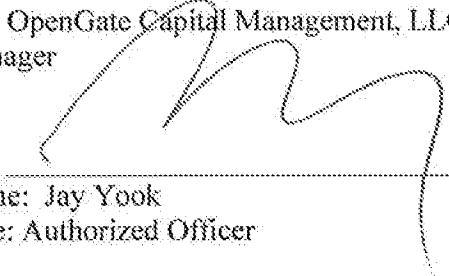
By: OpenGate Capital Management, LLC, its  
Manager

By:   
Name: Jay Yook  
Title: Authorized Officer

**PENNYSAVER USA, LLC,**  
a Delaware limited liability company

By: Pennysaver Investors, LLC, its Manager

By: OpenGate Capital Management, LLC, its  
Manager


By:   
Name: Jay Yook  
Title: Authorized Officer

Acknowledged and Agreed to as of the date hereof:

**AGENT:**

**CAPITAL ONE BUSINESS CREDIT CORP.**

By: \_\_\_\_\_



Name: Michael Burns

Title: Senior Vice President



**SCHEDULE I****Trademarks and Trademark Licenses****I. REGISTERED TRADEMARKS**

<b>Grantor</b>	<b>Country</b>	<b>Application/Registration Number</b>	<b>Registration Date</b>
Pennysaver USA Publishing, LLC	USA	76/005,555 & 2,554,863	4/2/2002
PennySaver USA Publishing, LLC	USA (CA)	064,632	6/2/2008
PennySaver USA Publishing, LLC	USA	73/629,204 & 1,485,239	4/19/1988
PennySaver USA Publishing, LLC	USA	85/296,787 & 4,103,211	2/21/2012
PennySaver USA Publishing, LLC	USA	85/298,865 & 4,113,086	4/19/1988
PennySaver USA Publishing, LLC	USA	85/315,424	Pending
PennySaver USA Publishing, LLC	USA	85/312,034 & 4,119,667	3/27/2012
PennySaver USA Publishing, LLC	USA (CA)	47849	5/8/1970
PennySaver USA Publishing, LLC	USA	77/801,084 & 3,763,107	3/23/2010
PennySaver USA Publishing, LLC	USA	77/864,529 & 3,810,215	6/29/2010
PennySaver USA Publishing, LLC	USA	77/626,443 & 3,650,290	6/29/2010
PennySaver USA Publishing, LLC	USA	85/115,158 & 4,084,681	1/10/2012
PennySaver USA Publishing, LLC	USA	77/390,913 & 3,741,553	1/26/2010
PennySaver USA Publishing, LLC	USA	85/032,870 & 3,896,993	12/28/2010
PennySaver USA Publishing, LLC	USA	85/040,503 & 3,897,413	12/13/2011
PennySaver USA Publishing, LLC	USA	85/214,689 & 4,071,901	12/13/11
PennySaver USA Publishing, LLC	USA	85/298,858 & 4,158,913	6/12/2012

**II. TRADEMARK APPLICATIONS**

None.

### III. TRADEMARK LICENSES

None.